

Presentment Date: July 17, 2025 at 12:00 p.m. Noon (prevailing Eastern Standard Time)  
Objection Deadline: July 10, 2025 at 4:00 p.m. (prevailing Eastern Standard Time)

**BARCLAY DAMON LLP**

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*Counsel to Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
ST. CHRISTOPHER'S, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 24-22373 (shl)
	:	Main Case
Debtors.	:	Jointly Administered

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**NOTICE OF PRESENTMENT OF ORDER AUTHORIZING THE  
RETENTION OF ARIEL PROPERTY ADVISORS LLC AS REAL  
ESTATE BROKER TO THE DEBTOR ST. CHRISTOPHER'S, INC.**

**PLEASE TAKE NOTICE** that upon the annexed Application of St. Christopher's, Inc. and The McQuade Foundation, as debtors and debtors-in-possession (collectively, the "Debtors"), the undersigned will present the proposed Order Authorizing the Retention of Ariel Property Advisors LLC as Real Estate Broker to the Debtor St. Christopher's, Inc. (the "Proposed Order"), in connection with the sale and marketing of the Jennie Clarkson Real Estate (as defined in the Application), attached as **Exhibit B** to the Application, to the Honorable Sean H. Lane, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: St. Christopher's, Inc. (0485) and The McQuade Foundation (2652).

York (the “Court”), 300 Quarropas Street, White Plains, New York 10601-4140, on **July 17, 2025 at 12:00 p.m. noon (prevailing Eastern Standard Time)** (the “Presentment Date”).

**PLEASE TAKE FURTHER NOTICE** that responses or objections to the Proposed Order and the relief requested therein, if any, must be made in writing and filed with the Clerk of the Court, along with proof of service, and copies delivered to the Chambers of the Honorable Sean H. Lane and the undersigned by not later than **4:00 p.m. on July 10, 2025 (prevailing Eastern Standard Time)** (the “Objection Deadline”). If no objections are timely filed and served, there will not be a hearing and the Proposed Order may be signed.

**PLEASE TAKE FURTHER NOTICE** that if a written objection to the Proposed Order is filed and served by the Objection Deadline, the Court will notify the moving and objecting parties of the date and time of the hearing and of the moving party’s obligation to notify all other parties entitled to receive notice. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

**PLEASE TAKE FURTHER NOTICE** that if no objections to the Proposed Order are filed and served by the Objection Deadline, the Debtors shall submit the Proposed Order to the Court on the Presentment Date, which the Court may enter with no further notice or opportunity to be heard.

Dated: July 3, 2025  
New York, New York

**BARCLAY DAMON LLP**

By: /s/Janice B. Grubin

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
ST. CHRISTOPHER’S, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 24-22373 (shl)
	:	Main Case
Debtors.	:	Jointly Administered

---

**APPLICATION FOR AN ORDER AUTHORIZING THE  
RETENTION OF ARIEL PROPERTY ADVISORS LLC AS REAL  
ESTATE BROKER TO THE DEBTOR ST. CHRISTOPHER’S, INC.**

St. Christopher’s, Inc. and The McQuade Foundation, as debtors and debtors-in-possession (collectively, the “Debtors”), hereby submit this application (the “Application”) to the Court for entry of an order, pursuant to sections 327(a) and 330 of title 11 of the United States Code, as amended (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 9074-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), for authority to employ Ariel Property Advisors LLC (the “Ariel”) effective as of June 20, 2025, as the exclusive real estate broker in accordance with the terms and conditions of that certain Exclusive Right to Sell, Exchange or

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: St. Christopher’s, Inc. (0485) and The McQuade Foundation (2652).

Dispose Agreement dated June 20, 2025 (the “Contract”) to sell certain real property owned by St. Christopher’s, Inc., known as the Jennie Clarkson Real Estate, located at 1700 Old Orchard Street, West Harrison, NY 10604. In support of this Application, the Debtors submit the *Declaration of Shimon Shkury in Support of the Application of the Debtors for Authority to Employ Ariel Property Advisors LLC as Real Estate Broker to the Debtor St. Christopher’s, Inc.* (the “Shkury Declaration”), and respectfully state as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Application under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Application are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 327(a) and 330, Bankruptcy Rule 2014, and Local Rules 2014-1 and 9074-1.

### **BACKGROUND**

#### **A. The Chapter 11 Cases**

3. On April 29, 2024 (the “Petition Date”), the Debtors commenced these Subchapter V Chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of New York (the “Court”). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1182(2) and 1184 of the Bankruptcy Code.

4. On the Petition Date, the Office of the United States Trustee filed the *Notice of Appointment of Subchapter V Trustee* [Docket Nos. 7] in each of the Chapter 11 Cases appointing Heidi J. Sorvino, Esq. as Subchapter V Trustee.

5. Other than the appointment of Ms. Sorvino as the Subchapter V Trustee, no request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases and no statutory committees have been appointed or designated.

6. Additional information about the Debtors' businesses, the events leading up to the Petition Date and the Debtors' Chapter 11 petitions can be found in the *Declaration of Dr. Sarah Ruback Pursuant to Local Bankruptcy Rule 1007-2 and in Support of Chapter 11 Petitions and First Day Motions* [Docket Nos. 6] (the "Ruback Declaration"). The Debtors rely on the Ruback Declaration in making the Application and incorporate it herein by reference.

**B. The Debtors' Businesses**

7. St. Christopher's was established in 1881 – and incorporated as a not-for-profit New York corporation in 1885 as St. Christopher's Home – as a refuge for homeless, orphaned and neglected children. St. Christopher's has evolved over time such that its mission is to empower children and youth with special needs with the social-emotional coping skills and strengths they need, and the healthcare, mental health and social support services they require, to enter adulthood confident and equipped to meet life's challenges and opportunities, and live happy, healthy and meaningful lives.

8. St. Christopher's did this by providing evidence-based, therapeutic residential support services in a safe and nurturing environment to youth with education and developmental disabilities and/or psychiatric and emotional issues. This ensured that these children at or below the poverty line received the care and services they needed to get well and stay healthy, and provided unaccompanied children with shelter, education, vocational training, mental health services and more so they could begin building futures of hope and possibility.

9. St. Christopher’s vision is for every child and young person with special needs to thrive in a society dedicated to ensuring they reach their full potential and have the brightest possible futures.

10. McQuade is a not-for-profit New York organization holding land and buildings for residential and school programs operated by St. Christopher’s and the Greenburgh-North Castle Union Free School District (“GNC”).<sup>2</sup>

**C. Ariel’s Prior Retention**

11. On July 10, 2024, the Debtors filed their *Application for an Order Authorizing the Retention of Ariel Property Advisors LLC as Real Estate Broker Nunc Pro Tunc to the Petition Date* on July 10, 2024 [Docket No. 110] seeking authority to retain Ariel in connection with Debtor St. Christopher’s, Inc.’s marketing and sale of its property located at 71 South Broadway, Dobbs Ferry, New York (the “Dobbs Ferry Real Estate”).

12. Ariel’s prior retention regarding the Dobbs Ferry Real Estate was approved by the Court by *Order Granting Application of the Debtors for Authority to Employ Ariel Property Advisors LLC as Real Estate Broker to the Debtors Nunc Pro Tunc to the Petition Date* entered on July 31, 2024 [Docket No. 131].

13. Ariel was successful in its marketing of the Dobbs Ferry Real Estate and the Court approved the sale on November 7, 2024 by entry of the *Order (A) Authorizing the Dobbs Ferry*

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<sup>2</sup> As this Court is aware and as has been noted in previous case filings, the Debtors have closed all of their operations as of December 31, 2024 after having determined that a reorganization was not feasible. Their current operations exist of maintaining their books and records to ensure that all claimants have access and supervising an orderly wind down and liquidation that maximizes estate assets. GNC is surrendering the premises where it operates the Kaplan School pursuant to a lease with McQuade by no later than July 15, 2025.

*Real Estate, Free and Clear of Liens, Claims, Encumbrances, and Other Interests With the Exception of the Agency Lease, and (B) Granting Related Relief* [Docket No. 180].

**RELIEF REQUESTED**

14. The Debtors entered into the instant Contract, a copy of which is attached hereto as **Exhibit A**, with Ariel on June 20, 2025.

15. Pursuant to the Contract, Ariel has been marketing the Jennie Clarkson Real Estate, bearing tax map identification numbers (section. block. lot number) 118.01-1-2.1 and 118.01-1-2.2 and consisting of approximately 36.72 acres.

16. The proceeds of sale of the Jennie Clarkson Real Estate<sup>3</sup> – the location of the Debtors' former Jennie Clarkson Campus which closed as of July 31, 2024<sup>4</sup> – will be used to fund the Chapter 11 Cases through the implementation of a confirmed joint plan of liquidation, which will include the payment of, and related procedures for, allowed claims.

17. The Debtors have selected Ariel to act as the exclusive broker because of Ariel's experience and believe that Ariel is well-qualified to serve the Debtors in this capacity.

18. Ariel advises that it holds no interest adverse to the Debtors or the Debtors' estates. In support hereof, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure, the Shkury Declaration is being submitted herewith. Based upon the information included in the Shkury Declaration, the Debtors believe that Ariel is a disinterested person as that term is defined in Section 101(14) of the Code, except as otherwise disclosed in the Shkury Declaration.

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<sup>3</sup> On July 1, 2025, the Debtors filed a motion seeking to (i) establish procedures under which the Jennie Clarkson Real Estate would be sold and (ii) approve the ultimate sale to the successful bidder, Document No. 232, the first hearing of which is scheduled for July 22, 2025.

<sup>4</sup> The Jennie Clarkson Campus was closed pursuant to the Court's *Order Authorizing (I) the Closure Plan for the Residential Treatment Center Located on St. Christopher's Jennifer Clarkson Campus and (II) Related Incentive Payments to Certain Employees* entered on August 16, 2024 [Docket No. 148].



19. Pursuant to the terms of the Contract, Ariel shall receive a four and three-fourths percent (4.75%) commission on the gross sale price of any such sale. Should any buyer also employ any broker, the buyer's broker will share in the commission and receive up to fifty percent (50%) of the full commission paid on any such sale. Under no circumstances will the total commissions paid to all brokers exceed a total of four and three-fourths percent (4.75%) of the gross sales price.

20. Ariel does not have any other agreement for compensation for services regarding the sale of the Jennie Clarkson Real Estate to be provided on behalf of the Debtors with any other party or otherwise than has been listed above.

21. The Debtors believe that the employment of Ariel is appropriate and in the best interests of the Debtors, the Debtors' estates and their creditors.

22. Ariel was not owed any money by the Debtors as of the Petition Date.

**BASIS FOR RELIEF REQUESTED**

23. The Debtors seek to retain Ariel as their real estate broker pursuant to Bankruptcy Code section 327(a), which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

24. Ariel may not be "disqualified for employment under [section 327] solely because of [Ariel]'s employment by or representation of a creditor, unless there is objection by another creditor or the United States trustee, in which case the court shall disapprove such employment if there is an *actual* conflict of interest." 11 U.S.C. § 327(e) (emphasis added); *see also In re*

*Vebeiliunas*, 231 B.R. 181, 189 (Bankr. S.D.N.Y. 1999) (finding that representation is appropriate where only potential conflicts exist and no actual conflict has arisen).

25. Bankruptcy Code section 1195 provides:

Notwithstanding section 327(a) of this title, a person is not disqualified for employment under section 327 of this title, by a debtor solely because that person holds a claim of less than \$10,000 that arose prior to commencement of the case.

11 U.S.C. § 1195.

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bank. R. 2014(a).

27. The Debtors submit that for all the reasons stated herein and in the Shkury Declaration, the retention and employment of Ariel as real estate broker to the Debtors with respect to the Jennie Clarkson Real Estate as of June 20, 2025 is warranted. Further, as stated in the Shkury Declaration, Ariel is a "disinterested person" within the meaning of Bankruptcy Code section 327(a), and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as otherwise disclosed in the Shkury Declaration.

#### NOTICE AND NO PRIOR REQUEST

28. Notice of this Application has provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the Subchapter V Trustee, (iii) the holders of the 20 largest unsecured claims against each of the Debtors, and (iv) any party that has requested notice

pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no further notice is required.

29. No previous application for the relief requested herein has been made to this or any other court.

**WHEREFORE**, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit B**, granting the relief requested herein and for such other and further relief as is just and proper.

Dated: July 3, 2025  
New York, New York

**ST. CHRISTOPHER'S, INC., as Debtor and  
Debtor-In-Possession**

By: /s/Dr. Sarah Ruback  
Dr. Sarah Ruback, Chief Executive Officer

**THE MCQUADE FOUNDATION as Debtor and  
Debtor-In-Possession**

By: /s/Dr. Sarah Ruback  
By: Dr. Sarah Ruback, Chief Executive Officer

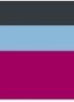
Filed by:

**BARCLAY DAMON LLP**

By: /s/Janice B. Grubin  
Janice B. Grubin  
Ilan Markus  
1270 Avenue of the Americas, Suite 501  
New York, New York 10020  
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*Counsel to Debtors and Debtors-in-Possession*

# **EXHIBIT A**



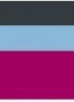
June 20, 2025

St. Christophers Inc.  
Dr. Sarah Ruback, CEO  
c/o Barclay Damon LLP  
1270 Avenue of the Americas, Ste. 501  
New York, New York 10020

Dear Dr. Ruback,

This Exclusive Right to Sell, Exchange or Dispose Agreement ("Agreement") sets forth the agreement between St. Christopher's Inc. c/o Dr. Sarah Ruback ("Owner") and Ariel Property Advisors, LLC, a Licensed Real Estate Broker ("Listing Broker") with respect to the premises located at 1700 Old Orchard Street, West Harrison, NY 10604 (known herein as the "Property"), further identified with the Block and Lots provided in the Section A of the Addendum. Owner hereby grants to Listing Broker the exclusive right, as broker and as an agent of Owner, to sell, exchange, lease or otherwise dispose of any portion or all of the Property according to the following Terms and Conditions:

1. This Agreement shall be effective upon execution by the parties ("Execution Date") and shall remain in effect for a period of 6 months thereafter, unless terminated earlier in accordance with the terms and provisions of this agreement. Owner or Listing Broker shall have the right to cancel this agreement at any time for any reason or no reason upon 30 days written notice to the other party. Notwithstanding anything contained herein to the contrary, if the Property is in contract at the expiration of the term or any extension hereof, then the term shall be automatically extended for a period of the later of six (6) months or the date that the contract expires or is cancelled.
2. During the term of this exclusive right, Owner agrees to refer to Listing Broker all inquiries, proposals and offers received by Owner or its representatives regarding the Property, including, but not limited to, those from principals, agents, and other brokers, and Owner agrees to conduct all negotiations with respect to the sale, leasing or other disposition of the Property solely and exclusively through Listing Broker and to advise all persons of this exclusive right.
3. If during the term or any extension Owner either (a) sells the Property to any person or entity or (b) executes a contract for sale of the Property with any person or entity, which thereafter closes pursuant to the terms thereof following expiration of the term, then subject to the terms and conditions set forth in this Agreement, Owner agrees to pay to Listing Broker, and Listing Broker agrees to accept, as its compensation, a commission equal to 4.75% of the gross sales price, whether such sale is affected by Listing Broker, by Owner, or by another broker. Commissions will be due and payable when title actually passes.
4. In the event that another licensed real estate broker represented the buyer, then Owner shall pay to Listing Broker one full commission out of which Listing Broker shall compensate the Outside Broker(s) pursuant to a separate co-brokerage agreement entered into by and between the brokers (up to 50% of the full commission), when said full commission is actually received by Listing Broker. Listing Broker and Owner agree that under no circumstances shall the total commissions paid to all parties exceed 2.5% of the gross sales price.



5. Listing Broker agrees that within fifteen (15) business days after the expiration or earlier termination of the listing term, to provide Owner with a list of no more than fifteen (15) names of persons or entities who have inquired about the Property. If within 180 days after the expiration or earlier termination of the listing term a contract is signed or negotiations continue and ultimately lead to a signed contract for the sale, lease, exchange, or other disposition of the Property to a person on said list (or to an entity with whom said person is affiliated in any way), Listing Broker shall be entitled to the commissions provided for in paragraph 3 of this Agreement. Both Listing Broker and Owner agree that the list of names of persons or entities who have inquired about the property shall only apply to principals and their related entities, including those who are represented by outside brokers.
6. Any controversy or claim arising out of or relating to this agreement or breach of performance thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Owner hereby agrees to pay Listing Broker legal fees, if any, in connection with any action or proceeding commenced by Listing Broker due to Owner's failure to make the commission payment, if any, earned hereunder provided that the Listing Broker is the prevailing party in any action or proceeding.
7. The undersigned represents and warrants that he/she either is the fee owner of the Property or has the authority to sign this agreement on behalf of the fee owner of the Property and agrees to be bound hereby.
8. This agreement shall bind and benefit the personal representatives, successors and assigns of the parties.
9. This agreement, which constitutes the entire agreement between Owner and Listing Broker, may not be changed, rescinded or modified except in an agreement in writing signed by both parties.

If the foregoing terms and conditions are satisfactory, please execute this Agreement in duplicate where indicated below, and return one to the undersigned.

The foregoing is accepted:

**ST. CHRISTOPHER'S INC.**

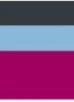
By: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Sarah Ruback, CEO

**ARIEL PROPERTY ADVISORS LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Shimon Shkury, President



**Addendum**

Section A:

This Agreement applies to the following properties and corresponding ownership entities:

City/State	Tax Map Parcel ID	Entity
Town of Mt. Pleasant Westchester NY	118.01-1-2.1	St. Christopher's Inc.
Hamlet of Valhalla Westchester NY	118.01-1-2.2	St. Christopher's Inc.

## **EXHIBIT B**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
ST. CHRISTOPHER’S, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 24-22373 (shl)
	:	Main Case
Debtors.	:	Jointly Administered

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**ORDER GRANTING APPLICATION OF THE DEBTORS FOR  
AUTHORITY TO EMPLOY ARIEL PROPERTY ADVISORS LLC AS  
REAL ESTATE BROKER TO THE DEBTOR ST. CHRISTOPHER’S, INC.**

Upon the application (the “Application”)<sup>2</sup> of St. Christopher’s, Inc. and The McQuade Foundation, as debtors and debtors-in-possession (collectively, the “Debtors”), for authority to employ Ariel Property Advisors LLC (“Ariel”) as their exclusive real estate broker to Debtor St. Christopher’s, Inc. in connection with the sale and marketing of the Jennie Clarkson Real Estate; and upon the Declaration of Shimon Shkury, dated July 3, 2025 in support of the Application; and the Court being satisfied that (a) the employment of Ariel is necessary and in the best interests of the Debtors, the Debtors’ estates, and their creditors, (b) Ariel does not have or represent any interest adverse to the Debtors, the Debtors’ estate, and their creditors, and (c) Ariel is a “disinterested person” as that term is defined in section 101(14) of Title 11 of the United States Code, as amended (the “Bankruptcy Code”); and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: St. Christopher’s, Inc. (0485) and The McQuade Foundation (2652).

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

before this Court pursuant to 28 U.S.C. § 1409; and good and sufficient cause appearing for the relief sought by the Application; and no objections having been filed; it is hereby

**ORDERED**, that the Application is granted as set forth herein; and it is further

**ORDERED**, that pursuant to Bankruptcy Code section 327(a), the Debtor St. Christopher's, Inc. is hereby authorized to retain and employ Ariel as its real estate broker in these Chapter 11 Cases effective as of December 11, 2024 with respect to the marketing and sale of Jennie Clarkson Real Estate; and it is further

**ORDERED**, that Ariel is authorized to render the professional services described in the Application; and it is further

**ORDERED**, that ten (10) days' notice must be provided by Ariel to the Debtors, the United States Trustee, and the Subchapter V Trustee prior to any increases in the commission set forth in the Application, and such notice must be filed with the Court. The United States Trustee and the Subchapter V Trustee retain all rights to object to any commission increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any commission increase pursuant to section 330 of the Bankruptcy Code; and it is further

**ORDERED**, that the Debtors are authorized to take all actions necessary to implement the relief granted in this Order; and it is further

**ORDERED**, that notice of the Application is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application; and it is further

**ORDERED**, that notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h) or otherwise, this Order shall be effective and enforceable immediately upon entry hereof; and it is further

**ORDERED**, that, notwithstanding anything to the contrary in the Contract, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order; and it is further

**ORDERED**, that to the extent the Application and Contract are inconsistent with this Order, the terms of this Order shall govern.

Dated: July \_\_\_\_, 2025  
White Plains, New York

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Hon. Sean H. Lane  
United States Bankruptcy Judge

Presentment Date: July 17, 2025 at 12:00 p.m. Noon (prevailing Eastern Standard Time)

Objection Deadline: July 10 2025 at 4:00 p.m. (prevailing Eastern Standard Time)

**BARCLAY DAMON LLP**

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*Counsel to Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
ST. CHRISTOPHER'S, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 24-22373
	:	Main Case
Debtors.	:	Jointly Administered

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**DECLARATION OF SHIMON SHKURY IN SUPPORT OF  
THE APPLICATION OF THE DEBTORS FOR AUTHORITY  
TO EMPLOY ARIEL PROPERTY ADVISORS LLC AS REAL  
ESTATE BROKER TO THE DEBTOR ST. CHRISTOPHER'S, INC.**

I, Shimon Shkury, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information and belief:

1. I am a licensed real estate broker and President/Founder of Ariel Property Advisors LLC ("Ariel"), which maintains an office at 122 East 42<sup>nd</sup> Street, Suite 2405, New York, New York 10168. I am familiar with the matters set forth herein, and make this Declaration in support of the application (the "Application") of St. Christopher's, Inc. and The McQuade Foundation, the

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: St. Christopher's, Inc. (0485) and The McQuade Foundation (2652).

debtors and debtors-in-possession (collectively, the “Debtors”) in these Chapter 11 Cases,<sup>2</sup> for authority to retain Ariel as the exclusive real estate broker to the Debtor St. Christopher’s, Inc. for the marketing and sale Jennie Clarkson Real Estate.

2. My staff and I have substantial experience with selling commercial real estate and are well-qualified to represent the Debtors herein in connection with such matters.

3. Pursuant to the Contract attached to the Application as **Exhibit A**, Ariel shall receive a four and three-fourths percent (4.75%) commission on the gross sale price on any such sale. Should any buyer also employ any broker, the buyer’s broker will share in the commission and receive up to fifty percent (50%) of the full commission paid on any such sale. Under no circumstances will the total commissions paid to all brokers exceed a total of four and three-fourths percent (4.75%) of the gross sales price.

4. To the best of my knowledge and information, formed after a reasonable inquiry after a review by Ariel personnel, Ariel has no connection with the Debtors, the Debtors’ estates or any of their creditors or other parties-in-interest that have been identified in these Chapter 11 Cases, the Judges the Court, the staff of the Honorable Sean H. Lane, or personnel in the Manhattan office of the Office of the United States Trustee (collectively, the “Parties”), which Parties are listed on **Schedule 1** hereto, other than as set forth herein.

5. Due to the size of Ariel’s practice, Ariel (i) may have appeared in the past, and may appear in the future, in matters unrelated to these Chapter 11 Cases where the Debtors, their creditors or other parties in interest may be involved, and (ii) may have provided services to or had professional relationships with, in the past and may represent or have professional relationships in the future with creditors of the Debtors and their retained professionals and other parties in interest

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<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Application.

and their retained professionals in matters unrelated to these Chapter 11 Cases. Ariel and/or its personnel may also have business associations – including purchasing goods and services on market terms in the ordinary course – with the Parties unrelated to these Chapter 11 Cases.

6. Based on Ariel’s review, and to the best of my knowledge, none of the actual or potential relationships described herein creates an interest materially adverse to the Parties. On this basis, I believe Ariel is a “disinterested person” within the meaning of Bankruptcy Code section 101(14). To the extent I have been able to ascertain that Ariel has a connection with any of the Parties in matters related or unrelated to these Chapter 11 Cases, such facts are disclosed on **Schedule 2** hereto. Ariel may have in the past, may currently, and may again in the future, work with certain creditors of the Debtors with respect to matters unrelated to the Debtors. Ariel is not retained “generally” by any such creditor, but rather on specific matters. If any other connections to Parties become known to Ariel, it will supplement these disclosures.

7. The information on **Schedule 1** may have changed without our knowledge and may change during the pendency of these Chapter 11 Cases. Accordingly, Ariel will review its files periodically during these Chapter 11 Cases to ensure no conflicts or other disqualifying circumstances exist or arise, and update this Declaration as necessary and when Ariel becomes aware of additional material information.

8. All compensation to Ariel, including reimbursement of expenses, shall be paid only upon the filing of an appropriate application for allowance of compensation pursuant to Bankruptcy Code sections 330 and 331 and the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, or as may otherwise be ordered by the Court.

9. No agreement exists to share any compensation received by Ariel for its services with any other person or company. No promises have been received by Ariel or by any member or associate thereof as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code.

10. Ariel was not owed any money by the Debtors as of the Petition Date.

11. Barclay Damon LLP may have served as legal counsel in other unrelated matters Ariel is involved with, but I understand Barclay Damon LLP does not represent Ariel in this matter.

**I DECLARE**, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 3rd day of July, 2025, New York, New York.



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Shimon Shkury

## **Schedule 1**

1350 Ogden Avenue HDFC	Cemco Water & Wastewater Specialists
A. Borrelli Mechanical	Central Hudson Gas & Electric
A.M.	Children & Family Services Office
A.P.	Cintas Corporation No. 2
A.S., S.S., M.S., and R.S.	Ciox Health
ABS Sales Company, Inc.	City Medical of Uppereast Side
Ace Endico Corp.	City of White Plains, NY
Administration for Children Services	City Wide Facility Solutions of Westchester
ADP Screening & Selection Services	Columbia County Social Service
ADP, LLC	Community Mental Health Department
AFCO Insurance Premium Finance	Community Transition Unit Director
Affron Fuel Oil	Companion Life Insurance Company,
AFLAC New York	Con Edison
AFSCME, AFL-CIO, District Council 37	Continental Casualty Company
Agostino Paganini	Cook, Netter, Cloonan, Kurtz & Murphy, P.C.
Albany County Social Services	Corey Glass, Inc.
Alfred Edwards	Corporate Armor Technologies
All Safe Fire Protection, Inc.	County of Sullivan
All-State Air Control Service	County of Westchester
AMBAC Assurance Corporation	Crystal Rock, LLC
American Alarm Co. Inc.	CSI Group Law Firm, PC
American Arbitration Association	Cynthia M. Mickens
American Express	D.W.
Ami Patel	Dabney G. Wesley
AMN Healthcare, Inc.	David Gunton, General Counsel
AMN Leadership Solutions, Inc.	DC1707
Anthem HealthChoiceHMO Inc.	Denise Knight
AmTrust North America	Dennis Conklin
Anderson Medical PC	DiCarlo Distributions
Anthony Bevens	Digital Assurance Certification LLC (DAC)
Argento & Sons, Inc.	District Council 37, AFSCME,
Ariel Property Advisors	Dobbs Ferry Sewer Department
Arlene Watson	Dolores Ortiz
ASCA Group Insurance Trust	Dr. Donald Antonecchia
At-Bay Insurance Services LLC	Dr. Robert Maher
At-Bay Specialty Insurance Company	Dupee & Monroe, P.C.
Atlantic Business Products	Durkin Propane Inc.
Atlantic Tomorrow's Office	Dutchess County Social Services
Atlantic, a Program of De Lage Landen Financial	Elizabeth Stevenson
AtlantiCare It	EmPRO Insurance
AtlanticIT	Empro Insurance Company
Azuga Inc.	Enterprise Fleet Management Trust
Baker Hall Inc.	Environmental Compliance Management Concepts LLC
Barrera's Contracting Inc.	Facilities Maintenance Corp.
Benfield Electric Supply Co.	Freese & Goss
Bert Drobbin Co.	Fulton County Social Services
Bertelsmann Learning LLC	Garfunkel Wild, P.C.
Better Building Concepts Inc.	Genserve Inc.
Bleakley Platt & Schmidt, LLP	Genworth Life Insurance Company of NY
BNY Mellon, N.A.	Geodom Carting Corporation
Bonadio & Co., LLP	George Conklin
Bond, Schoeneck & King PLLC	Giving Retriever, LLC
Burke, Scolamiero & Hurd, LLP	Greenburgh-North Castle UFSD
C.L.	Greene County Social Services
Cablevision Lightpath, Inc.	Greenstein & Milbauer, LLP
Camlyn Limardo	H & E Cleaning & Restorations
Carol Asche	H & E Cleaning Services
Caroline Flynn	H2O Innovation Operations & Maintenance
CCF Health Home	Harris Beach PLLC



Heights Lumber Center, Inc.  
Herkimer County Social Services  
Herman Law  
Herman Law  
Hodges Walsh & Burke, LLP  
Home Depot Processing Center  
I.B.  
Ina Farmer  
Indeed Inc.  
Integer LLC  
Internal Revenue Service  
International Business Machine  
IPFS of New York LLC  
IPFS of New York LLC  
Iron Mountain  
Ishani Dave  
J.N.  
Jane Doe-19536  
Jeffrey Lewis  
JMF Acquisitions, LLC  
John M. Nonna, County Attorney  
Jose Davila  
Joseph Forgione  
JP McHale Pest Management Inc.  
Justice Center for Protection of Special Needs People  
K.R.  
Kent Supply Company  
Laurie E. Morrison, Esq.  
Leahey & Johnson, P.C.  
Lessy R. Martinez  
Letitia James, New York Attorney General  
Levy Konigsberg, LLP  
Lexington Center for Recovery  
Lightpath Fiber  
Lippolis Electric Inc.  
LKB Inc.  
Lloyd's of London  
Lorenzo Chambers  
LVMD Venture LLC  
Maier Markey & Justic LLP  
Marangi Disposal  
Marisol Pena  
Mark Nelson Associates LLC  
Marsh Law Firm PLLC  
Marshall Asche  
Matthews & Associates  
Max Braun & Sons, Inc.  
Maya Interpreters.com  
McGivney Kluger Clark & Intoccia, P.C.  
MDJ Heating & Air Conditioning  
Merraine Group Inc.  
Merritt Hawkins & Associates  
MetroPlus Health Plan, Inc.  
Metropolitan Foods Inc. d/b/a Driscoll Foods  
Mid Hudson Veterinary Practice  
Millin Associates, LLC  
Montefiore Health Information Management  
MR Appliance of Scarsdale NY  
MRO  
Mutual of Omaha Insurance Company  
Nadia Richardson  
Nagel Rice, L.L.P.

Nassau County Social Services  
National Union First Insurance Company  
New York City Department of Finance  
New York City Law Department  
Nicole Bowman  
Nicole Ford  
Nicole G. Johnson, as Parent  
Nissan Motor Acceptance Company  
NYC Environmental Protection  
NYS Attorney General Office  
NYS Department of Education  
NYS Department of Health  
NYS Department of Motor Vehicles  
NYS Department of Taxation & Finance  
NYS Division of Human Rights  
NYS Dormitory Authority  
NYS Labor Law Poster Service  
NYS Office of Mental Health  
Office of Refugee Resettlement  
Optimum  
OPWDD - NYS Office of People with Developmental  
Disabilities  
Orange County Attorney's Office  
Orange County Social Services  
Our New Way Garden Inc.  
Park South Medical  
Paycom  
Pharmacy Corporation of America d/b/a Pharmerica  
Philadelphia Indemnity Insurance Company  
Pitney Bowes Global Financial Services, LLC  
Porsche Davis  
Professional Pensions Inc.  
Proftech LLC  
Prospero Nursery Corp.  
Putnam County Social Services  
Qualifacts Systems, Inc.  
R.C. Fine Foods  
Rachelle S. Karmin, Ph.D.  
Rafael Cuello  
Ralph Newman  
Reader's Hardware  
Reg Renewal Center  
Reginal Singleton  
Relias LLC  
Rendena Services, Inc.  
Renselaer County Social Services  
Rivkin Radler LLP  
RNR Systems Integrators Inc.  
Robert Armbruster  
Robert Half  
Robert L. Wolf  
Robison Oil  
Rockland Bakery  
Rockland County Social Services  
Rubin Fiorella Friedman Mercan  
S.M.  
Scahill Law Group P.C.  
Schenectady County Social Services  
School District #12 of Towns of Greenburgh & North  
Castle  
Schwab & Gasparini, PLLC  
Seeger Weiss, LLP

Sequoia Brown Ridley  
Shaw Perelson May & Lambert  
Silberstein Awad & Miklos PC  
Silver & Kelmachter LLP  
Slater Slater Schulman LLP  
Sokoloff Steam LLP  
Sophia Benitez  
Spectrum TimeWarner  
St. Christopher's, Inc.  
Stanley Security Solutions Inc  
Star Auto Spa, LLC  
Stephen Danyko, Ph.D.  
Stericycle, Inc.  
Steuben County Social Services  
Steven M. Latino, Esq.  
Suffolk County Social Services  
Superior Communications, Inc.  
The Burmax Company, Inc.  
Tiffany Grant  
Town of New Windsor  
Town of North Castle  
Tractor Supply Credit Plan  
Traub Lieberman Straus & Shrew  
Tri State Quality Hay  
Tribridge Holdings, LLC  
Ulster County Social Services  
Unifirst Corporation  
USI Insurance Services LLC  
Valhalla Garden Center  
Valley National Bank  
Venus Garner  
Veolia Water New York Inc.  
Verizon  
Village of Dobbs Ferry  
W.F.  
W.R.  
Wallauer Paint & Decorating  
WatchGuard 24/7 LLC  
Westchester Auto & Glass  
Westchester County Association  
Westchester County Law Department  
Westchester County Social Services  
Westchester Human Rights Division  
Westchester Waste Oil Company Inc.  
Wex Bank  
WHJ Plumbing Heating & Cooling  
Wilk Auslander  
Williams Cedar, LLC  
Y.C.  
Zadell Norton

**U.S. Bankruptcy Court, SDNY**

<u>Name</u>	<u>Position</u>
Sean H. Lane	Judge
Lisa G. Beckerman	Judge
James L. Garrity, Jr.	Judge
Martin Glenn	Judge
David S. Jones	Judge
Cecelia G. Morris	Judge
Philip Bentley	Judge
John P. Mastando III	Judge
Michael E. Wiles	Judge
Kyu Y. (Mike) Paek	Judge
Liza Ebanks	Courtroom Deputy
Christine Azzaro	Law Clerk
Alana Lyman	Law Clerk
Sean Johannsen	Law Clerk

**U.S. Trustee's Office - Manhattan Office**

<u>Name</u>	<u>Position</u>
William K. Harrington	Attorney
Linda A. Riffkin	Attorney, Assistant U.S. Trustee
Mark Bruh	Attorney, Trial Attorney
Shara Cornell	Attorney, Trial Attorney
Daniel Rudewicz	Attorney, Trial Attorney
Andrea B. Schwartz	Attorney, Trial Attorney
Paul K. Schwartzberg	Attorney, Trial Attorney
Rachael E. Siegel	Attorney, Trial Attorney
Tara Tiantian	Attorney, Trial Attorney
Andy Velez-Rivera	Attorney, Trial Attorney
Annie Wells	Attorney, Trial Attorney
Greg M. Zipes	Attorney, Trial Attorney
Amanda D. Cassara	Paralegal Specialist
Nadkarni Joseph	Analyst
Ercilia A. Mendoza	Legal Assistant (Bankruptcy/OA)
Mary V. Moroney	Analyst
Alaba Ogunleye	Auditor
Ilusion Rodriguez	Paralegal Specialist
Sylvester Sharp	Analyst
Madeleine Vescovacci	Auditor
Valentina Vlasova	Auditor

In addition, four (4) former employees, whose names are available for *in camera* review upon reasonable and appropriate request, in the Debtors' sole determination or via Court order.

**Schedule 2**

<b>Name of Entity</b>	<b>Disclosure</b>
Office Team-Robert Half Corp.	Ariel used them in 2020 to find an employee
Rivkin Radler LLP	Paid Ariel commission out of their escrow on behalf of owner/client for a transaction in 2014